

1 David Grober
davidgrober1@gmail.com
2 578 West Washington Blvd., Suite 866
Marina Del Rey, CA 90292
3 Tel. (310) 822-1100

4 Plaintiff, Pro se

5
6 **UNITED STATES DISTRICT COURT**

7 **CENTRAL DISTRICT OF CALIFORNIA WESTERN DIVISION**

8 **VOICE INTERNATIONAL, INC., a**
California corporation; DAVID
9 **GROBER, an individual,**

10 **Plaintiffs,**

11 **vs.**

12 **OPPENHEIMER CINE RENTAL,**
LLC, a Washington corporation;
13 **OPPENHEIMER CAMERA**
PRODUCTS, INC., a Washington
14 **corporation; MARTY**
OPPENHEIMER, an individual;
15 **JORDAN KLEIN, SR., an individual;**
JORDAN KLEIN, JR., an individual;
16 **JOHN DANN, an individual; Mako**
Products, an unknown entity, Oceanic
17 **Production Equipment, Ltd., a**
18 **Bahamian company; and DOES 1-10,**
inclusive,

19 **Defendants**

Case No.: 2:15-cv-08830-JAK(KS)

Plaintiffs' Supplemental Reply To
Defendants' Motion To Dismiss For
Lack Of Personal Jurisdiction

1 The Court provided an in depth response to the jurisdictional issues it felt
2 relevant. Plaintiffs appreciate that. This paper will specifically address those issues.

3 **Point 1:** The Court undertook a specific review of infringement vis-à-vis
4 Original Productions, a forum resident. The fact that Original productions used the
5 infringing device outside of California, still subjected the Oppenheimer Defendants
6 to jurisdiction for involvement in renting the MakoHead to Original Productions.
7 Doc. 129-3, pg. 7 of 38, lines 5-11.

8 Point 1 Conclusion: Doing business with Original Productions knowing it is
9 a California based entity confers jurisdiction in the forum.

10 **Point 2:** The Court focused on personal jurisdiction for other parties by
11 asking where did the rental monies go? Doc 118, pg. 11 paragraph 2.

12 There is also some evidence that OPEL derived revenue as a
13 result. Thus Oppenheimer's records reflect that \$33,948 was
14 "Paid to Mako" for leasing the MakoHead to Original
15 Productions from November 2014 to February 2016. This
16 information is relevant to a determination whether there is
17 personal jurisdiction. (citation omitted) (personal
18 jurisdiction may be established where the record shows that
19 defendant ... derived substantial revenue from goods used or
20 consumed in the [forum] District").

21 Wherein the Court states "Paid to Mako" is relevant to OPEL, the same
22 inquiry is relevant to whomever received the "Paid to Mako" revenue. Defendants
23 produced no evidence to prove OPEL exists as a corporate entity, and in discovery
24 stated they have no such evidence. Doc. 127, pg. 7, line 17; Grober Decl, Ex. A, #8.
25 The OPEL and Dann declarations also state OPEL never imported a MakoHead
26 into the United States. This is crucial. The MakoHeads used by Original
27 Productions were used in the U.S. They cannot belong to OPEL.

28 Point 2 Conclusion. No MakoHead belonging to OPEL was used by Original
Productions. The Kleins and Dann, personally, and with no corporate veil to
protect them, are the liable parties and under personal jurisdiction because they

1 purchased the MakoHead units later used by Original Productions. The Kleins and
2 Dann likewise meet Point 1, wherein Oppenheimer's "Paid to Mako" checks were
3 deposited into the Suntrust account #224, which became the Kleins personal
4 account once Mako dissolved.

5 **Point 3:** The Court asked "whether OPEL knew that Original Productions
6 was based in California." This would pertain to anyone involved in the Original
7 Productions' rentals. We now know it's the Kleins/Dann's U.S. based MakoHeads
8 that were used. And yes, they did know. Dann and Original Productions'
9 Supervising Producer, Sheila McCormack first corresponded in Nov. 2010. Dann
10 responds, and on his email is Sheila's Original Productions' address in Burbank,
11 CA. Grober Decl., ¶ 4, Ex. C.

12 Documents obtained through third party subpoena to Lynden International
13 show that Original Productions shipped a MakoHead from Alaska to Klein Sr.'s
14 residence, the Klein Compound in Summerfield, Fl. It contains Original
15 Productions' name and Burbank, CA. address. Grober Decl., ¶3, Ex. B. There is
16 also an email from Original Productions to John Dann showing Original
17 Productions' Burbank, California address. Grober Decl. ¶ 4, Ex C.

18 Numerous invoices have already been provided to the Court in the earlier
19 jurisdiction motion. Now, of note, is Doc. 126-1. The exhibits from Oppenheimer
20 clearly show Original Productions as the renter. The Kleins/Dann knew who was
21 renting their MakoHeads. However the Court should note that the original invoices
22 from Oppenheimer produced in October, 2016 show OPEL's address as the Klein
23 Compound in Summerfield Fl. The "Ship to" lists the production company
24 Original Productions. The exact same invoices were just produced by Dann for
25 jurisdictional discovery and list OPEL's address in the Bahamas, and the "Ship To"
26 box is empty. Dann removed "Original Productions" to hide the Kleins/Dann
27 knowing the rentals were for Original Productions. Grober Decl., ¶7, Ex. R.

Statements and Quickbooks reports generated by Dann/Kleins also show rentals to Original Productions via Oppenheimer. Grober Decl., ¶ 6, Ex. E.

Point 3 Conclusion: The Kleins/Dann renting their MakoHeads to Original Productions, knew Original Productions was in Burbank, CA.

Defendants Refused To Answer Virtually All Discovery Authorized By Court Plaintiffs' Interrogatories and RFP's asked Defendants to provide the ownership records for each MakoHead from the auction date. (OPEL RFP #20, Klein Sr. RFP #22, Klein Jr. RFP #22. They refused. Days after discovery was due, Defendants provided a single page referencing OPEL in the Bahamas. CAFFERATA CORPORATE SERVICES (CCS), a Bahamian service provider's invoice showing services provided to OPEL. There's no corporate formation documents, list of directors, articles of incorporation, etc. Going back to Defendants' counsel Plaintiffs were told Dann keeps no corporate records. Doc. 127, pg. 7, line 17. How does the owner of a supposed international business not have even a single page of documents? Plaintiffs ask the Court to note this continued stonewalling and ask that Defendants not be allowed to benefit from statements without documentation, which is now long overdue. Regardless, OPEL's units were never in the U.S. and therefore not the ones Original Productions used.

Plaintiffs' discovery requested the shipping records to follow the course of each MakoHead from the Mako auction date. Defendants again refused or found no documents. OPEL RFP #28, Klein Sr. RFP #22, Klein Jr. RFP #22.

Plaintiffs' discovery requested the flow of revenues from each MakoHead. Defendants again refused or found no documents. Klein Sr. & Klein Jr. RFP no. 9, Klein Sr. & Jr. Interrog. no. 16, OPEL Interrog. no. 7. These are all key jurisdictional questions.

The above discovery request answers the Court's question of "what is the relationship of the Kleins to the Mako account?" The answer is straightforward. The Suntrust account #224, had the Kleins as its sole signatories. When Mako

1 dissolved, the owners and signatories remained the Kleins. No one else controlled
 2 the account nor can disperse its funds. It is the Kleins' account. Neither John
 3 Dann, OPEL nor anyone else has access. The MakoHead rental monies from
 4 Original productions went into the Kleins' Suntrust #224 account.

5 **Discovery Conclusion:** The Court is asked to look at the veracity of exhibits
 6 and note that almost all of Plaintiffs' exhibits were created by Defendants
 7 themselves. They should be unassailable as to the truth.

8 Plaintiffs propounded requests for Dann's emails but he said he didn't keep
 9 them. Plaintiffs subpoenaed his email provider who stated they could produce them
 10 if Dann agreed. Dann refused, blocking production.

11 Plaintiffs noticed Defendants' depositions for Monday April 10, 2017.
 12 Airline tickets were purchased and court reporters arranged. When Defendants
 13 provided virtually no documents and stated they might block all questions deemed
 14 non relevant, Plaintiffs took the depositions off calendar. They would be worthless.

15 **Defining the MakoHeads and their Ownership**

16 Plaintiffs know of only seven MakoHeads. The auction manifest lists the
 17 highest serial # as 1107. Doc. 65-2, pg. 6 of 21. The Mako auction sold five;
 18 1102, 1103, 1104, 1106, 1107. The sixth, #1105 was sold in 2006 for \$160,000 to
 19 Brazilian company, TV Globo. Doc. 65.2, pg. 16-21. #1101 is unaccounted for.

20 **The MakoHead sold to Brazil's TV Global in 2006 is Relevant**

21 MakoHead #1105 was sold to TV Globo in 2006. TV Global can't be held to
 22 jurisdiction in the Forum if it never imported its MakoHead into the United States.
 23 Their MakoHead, #1105 doesn't show up on invoices as being rented by Original
 24 Productions. The same inquiry must be used with Bahamian company OPEL,
 25 especially where Dann's declaration states OPEL never imported a MakoHead into
 26 the U.S. This sets the stage to find out whose MakoHeads were used in the
 27 Original Productions rentals. Plaintiffs created a chart showing each MakoHead
 28

1 and its location chronology created from Defendant's own emails and declarations.
2 Grober Decl., ¶ 12, Ex. K.

3 **MakoHeads: Stream of Travel**

4 Five MakoHeads are listed in the Mako bankruptcy auction manifest by their
5 serial # and location. Doc. 65-2, pg. 6 of 21. The Kleins and Dann, and their
6 assigns, (collectively the "Purchaser") was noted as "the highest and best offer."
7 Doc. 65-2, pg. 12 of 21. The Kleins and Dann, on May 15, 2013 own the assets of
8 Mako. Those assets included the five MakoHeads.

9 Two days later the Kleins and Dann supposedly assign that bid to their
10 Bahamian entity, OPEL. They now refuse to provide the corporate documents.
11 Fortunately, John Dann's declarations provide answers to MakoHead ownership.

12
13 In the bankruptcy, Oceanic Production Equipment LTD
14 acquired assets of Mako Products, Inc., including one
15 MakoHead stabilizer stored in a facility in Canada.
Dkt. 55-3 #25, Page ID 747.

16
17 Oceanic Production owns one rental unit that is rented
18 from a rental house in Canada.
Dkt. 68-1, page 7, ¶16.

19
20 Oceanic Production Equipment LTD never transported a
21 MakoHead stabilizer into the United States.

22 Doc 55-3. Para 27. Dann is emphatic on this point and declares it twice, Para #31.

23 Dann's declarations attest that OPEL only owns one MakoHead that is in
24 Canada. The bankruptcy auction manifest shows no MakoHeads in Canada. The
25 OPEL Canadian unit is likely the missing MH # 1101 and was sold or transferred to
26 OPEL outside of the bankruptcy and wasn't noted to the Trustee just as tens of
27 thousands of dollars in MakoHead revenues deposited during the bankruptcy into
28 the Kleins /Mako Suntrust bank account #224, were never disclosed to the Trustee.

1 The Canadian MakoHead is irrelevant because Dann states OPEL never
2 imported a MakoHead into the U.S. The MakoHeads used by Original Productions
3 therefore cannot belong to OPEL.

4 The Kleins and Dann own the MakoHeads used by Original Productions.

5 The Court asked about a contract between Oppenheimer and OPEL.
6 Defendants state there was none. There was a fee arrangement of 60% to Mako and
7 40% to Oppenheimer. That was continued and would be regardless if with the
8 Kleins/Dann or with OPEL. The proof is OPP000001 showing "Paid to Mako" and
9 going into the Kleins' Suntrust #224 account. Doc. 65-3, pg. 2.

10 The Defendant Kleins and Dann's attempt to pass infringement liability off
11 to OPEL, just like they did with Mako, that can't work here. Dann shut that door in
12 stating OPEL never imported a MakoHead into the U.S. That only leaves the
13 Kleins' and Dann's purchase of *their* MakoHeads from *their* bankrupted Mako with
14 one owner, themselves with no fictitious entity to hide behind. Now the pieces fall
15 into place. The "Paid to Mako" revenue the Court asked about went directly into
16 the Suntrust checking account #224 with the owners being solely the Kleins. Mako
17 no longer existed. The Kleins disbursed the MakoHead revenue received during the
18 bankruptcy, \$61,880, to themselves. The Trustee has no record of those funds.
19 Dkt. 78-2, Exh A-C. Dann then states in a declaration, doc. 68-1, that these funds
20 are "payment for a service rendered by Oceanic Productions unrelated to the
21 accused product", but as Plaintiffs' Dkt. 78, starting at pg. 2 line 11 shows,
22 Oppenheimer's invoices show them as MakoHead rentals to Original Productions.

23 No doubt the Kleins and Dann are hoping if the Court and Plaintiffs can't
24 find their way through the quagmire of lies, then the Kleins and Dann will succeed
25 in having continued to rent the MakoHead through the bankruptcy to avoid
26 infringement liability, keeping the MakoHead revenue received during the
27 bankruptcy from the Trustee, again disbursing it to themselves and after the
28 bankruptcy continue receiving MakoHead revenues, paying it out to themselves

1 from the Suntrust #224 account solely owned by the Kleins. When Dann's
 2 withheld 9,383 emails surfaced and expose the \$183,000 in Original Productions'
 3 revenues, the Kleins and Dann try and slough off the 60% they received claiming it
 4 was OPEL, however OPEL never had a MakoHead in the U.S. for Original
 5 Productions to use. OPEL never had a bank account for the money to go into.
 6 Dann supposedly owns OPEL but he's not a signatory on the account and doesn't
 7 even get the bank statements where the money goes, and when money is overdue,
 8 he writes Oppenheimer stating that the "Boss" Jordy Klein, is not happy.

9 In the Jurisdictional discovery request, virtually all documents and
 10 interrogatories are refused as not relevant. They are very relevant when it comes to
 11 showing the truth; the Kleins and Dann's bought back their MakoHeads from their
 12 Mako bankruptcy auction, and rented them to Original Productions. They kept
 13 them, maintained them, repaired them, shipped and received them from clients
 14 including Original Productions, and received their 60% of the Original Productions'
 15 revenues into their bank account with sole signatories being Klein Sr. and Klein Jr.,
 16 and then disbursed those funds to themselves. They did this all from the Klein
 17 compound in Summerfield, Florida. It is Klein Sr.'s home, offices for Sr. and Jr.,
 18 Mako and Dann.

19 **The Kleins' Collusion Relates to the Forum**

20 Court Order doc. 118, pg. 12, at 2 stated: "The allegations against the Kleins
 21 in their individual capacities, including that they colluded to appropriate Plaintiffs'
 22 intellectual property to create and market the MakoHead, do not show any
 23 relationship to the California forum."

24 Plaintiffs refer the Court to Dkt. 65 Pg 10-14. The Kleins took these actions
 25 in 2002 and 2003, prior to Mako Products' incorporation in August 2003. Dkt. 65-
 26 6, pg. 10 is Klein Jr.'s deal memo with Plaintiff's technician, Steve Waterford,
 27 hired behind Plaintiffs' back while Waterford worked for Plaintiffs. *Id.*, pg. 14 is a
 28

1 1099-Misc Worksheet showing Klein Sr. paid Plaintiffs' Waterford \$8,509.00. *Id.*,
 2 pg. 16 shows Jordan Klein (SS# ending in 0147), paid Waterford \$11,680.00.

3 Dkt. 65-6, Pgs. 18-22 is communications between Waterford, the Kleins and
 4 Kleins' engineer, Tom Smith. They expose the handing off of Plaintiffs' secret
 5 Spectron SSY0091C sensor data and Waterford offering to mail engineer Smith,
 6 Plaintiffs' AQRS rate sensor and "various electronic parts I have." The Kleins are
 7 fully knowledgeable and involved. Waterford's later letter to the Kleins discusses
 8 the legal ramifications for him and the Kleins of their nefarious actions, and in doc.
 9 66-6, p.32-35 tells the Kleins that David [Plaintiff Grober] will be on the warpath.
 10 It tells how Waterford and the Kleins will deceive Grober concerning Waterford's
 11 MakoHead development, and how Waterford will send Plaintiffs' clients to the
 12 Kleins. "I'll then give those clients your contact information." *Id.* The Kleins
 13 directly targeted and stole Plaintiffs' trade secrets and components, used them to
 14 build the MakoHead, and then took Plaintiffs' clients, all before Mako Products
 15 Inc., existed.

16 **Interests of the Forum State**

17 Defendants' state: Plaintiffs have not specifically or otherwise identified a
 18 single instance in which any one of Defendants' activities in California caused
 19 Plaintiff any harm. [Dkt. 55, pg. 10: 22-24]. The also proffered "Additionally,
 20 California has no significant interest in resolving a patent infringement action
 21 where there is no evidence that Defendants made, used, or sold any of the accused
 22 products in California. [Dkt. 55, pg. 11: 13-15]. Defendants' statements lack a
 23 single discovery inquiry.

24 California and its elected representatives have expressed a huge interest in
 25 this case, the destruction of Plaintiff's creative hi-tech company, and job losses due
 26 to Defendants' direct aiming at California and the theft of California's technology.

27 Financially, the Kleins in Florida, significantly benefitted by targeting and
 28 stealing from Grober. Grober Decl. ¶ 16.

1 The harm to California is deeper. Plaintiff David Grober has, for decades
2 given back to the Los Angeles community. Grober Decl., ¶ 17.

3 The case has come to the attentions of at least two California congressmen.
4 Grober Decl., ¶ 18.

5 Defendants are wrong. This case concerns California when out of state
6 actors steal California's IP, target its businesses and honest citizens lose jobs.

7 The Kleins and Dann should be held to jurisdiction in this forum.

8
9 Respectively Submitted,

10 DATED: April 20, 2017

11 By: /David Grober
12 David Grober
13 In Pro Per
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28